

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GLEN CRAIG,

*Plaintiff,*

v.

NETWORK ENTERTAINMENT INC., et al.,

*Defendants.*

Case No. 1:24-cv-10048

**DEFENDANT MGMPLUS ENTERTAINMENT LLC'S  
ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendant MGMPlus Entertainment LLC (“MGM+”) hereby answers and asserts its affirmative defenses to the Complaint filed by Glen Craig (“Plaintiff”). MGM+ denies the allegations and characterizations in Plaintiff’s Complaint unless expressly admitted in the following paragraphs. MGM+ reserves all rights to amend its Answer and affirmative defenses, as necessary.

1. The allegations in paragraph 1 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ denies the allegations in paragraph 1.

2. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint and on that basis denies them.

3. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint and on that basis denies them.

4. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint and on that basis denies them.

5. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint and on that basis denies them.

6. MGM+ denies the allegations in paragraph 6 of the Complaint.

7. MGM+ denies the allegations in paragraph 7 of the Complaint.

8. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint and on that basis denies them.

9. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint and on that basis denies them.

10. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint and on that basis denies them.

11. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 of the Complaint and on that basis denies them.

12. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Complaint and on that basis denies them.

13. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint and on that basis denies them.

14. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Complaint and on that basis denies them, except admits that Network produced the *Punk* docuseries.

15. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 of the Complaint and on that basis denies them.

16. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 of the Complaint and on that basis denies them.

17. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 of the Complaint and on that basis denies them.

18. MGM+ admits the allegations in paragraph 18 of the Complaint.

19. MGM+ admits the allegations in paragraph 19 of the Complaint.

20. MGM+ admits the allegations in paragraph 20 of the Complaint.

21. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 of the Complaint and on that basis denies them.

22. MGM+ admits that the NYT Company publishes *The New York Times*, but lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 22 of the Complaint and on that basis denies them.

23. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 of the Complaint and on that basis denies them.

24. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 24 of the Complaint and on that basis denies them.

25. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 25 of the Complaint and on that basis denies them.

26. The allegations in paragraph 26 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 of the Complaint and on that basis denies them.

27. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 of the Complaint and on that basis denies them.

28. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 28 of the Complaint and on that basis denies them.

29. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29 of the Complaint and on that basis denies them.

30. The allegations in paragraph 30 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 30 of the Complaint and on that basis denies them.

31. The allegations in paragraph 31 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 31 of the Complaint and on that basis denies them.

32. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 32 of the Complaint and on that basis denies them.

33. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33 of the Complaint and on that basis denies them.

34. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34 of the Complaint and on that basis denies them.

35. The allegations in paragraph 35 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35 of the Complaint and on that basis denies them.

36. MGM+ admits that MGM+ has a principal place of business in New York, New York. The remaining allegations in paragraph 36 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ denies the remaining allegations in paragraph 36 of the Complaint.

37. The allegations in paragraph 37 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 of the Complaint and on that basis denies them.

38. The allegations in paragraph 38 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38 of the Complaint and on that basis denies them.

39. The allegations in paragraph 39 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 of the Complaint and on that basis denies them.

40. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40 of the Complaint and on that basis denies them.

41. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41 of the Complaint and on that basis denies them.

42. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42 of the Complaint and on that basis denies them.

43. The allegations in paragraph 43 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 of the Complaint and on that basis denies them.

44. The allegations in paragraph 44 of the Complaint state legal conclusions and do not require a response. To the extent a response is required, MGM+ denies the allegations in paragraph 44 of the Complaint.

45. MGM+ admits the allegations in paragraph 45 of the Complaint.

46. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46 of the Complaint and on that basis denies them.

47. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 of the Complaint and on that basis denies them.

48. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 48 of the Complaint and on that basis denies them.

49. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 49 of the Complaint and on that basis denies them.

50. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 50 of the Complaint and on that basis denies them.

51. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51 of the Complaint and on that basis denies them.

52. MGM+ admits that the first episode of *Punk* was released in March 2019. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 52 of the Complaint and on that basis denies them.

53. MGM+ admits that in March 2019, Plaintiff licensed the “Studio Iggy” and “Crowd Iggy” photos to EPIX and the NYT Company for use in a *The New York Times* article about the *Punk* series. MGM+ denies all other allegations in paragraph 53 of the Complaint, including allegations regarding the scope of the license agreement(s) to the extent they mischaracterize those agreements, which speak for themselves.

54. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 54 of the Complaint and on that basis denies them.

55. MGM+ denies the allegations in paragraph 55 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

56. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56 of the Complaint and on that basis denies them.

57. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 57 of the Complaint and on that basis denies them.

58. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 58 of the Complaint and on that basis denies them.

59. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59 of the Complaint and on that basis denies them.

60. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 60 of the Complaint and on that basis denies them.

61. MGM+ denies the allegations in paragraph 61 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

62. In response to paragraph 62 of the Complaint, MGM+ repeats and reasserts its foregoing answers as though they are fully set forth herein.

63. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 63 of the Complaint and on that basis denies them.

64. MGM+ denies the allegations in paragraph 64 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

65. MGM+ denies the allegations in paragraph 65 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

66. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 66 of the Complaint and on that basis denies them.

67. MGM+ denies the allegations in paragraph 67 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

68. No response is required to paragraph 68, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

69. MGM+ denies the allegations in paragraph 69 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.



70. No response is required to paragraph 70, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

71. No response is required to paragraph 71, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

72. No response is required to paragraph 72, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

73. In response to paragraph 73 of the Complaint, MGM+ repeats and reasserts its foregoing answers as though they are fully set forth herein.

74. MGM+ denies the allegations in paragraph 74 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

75. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 75 of the Complaint and on that basis denies them.

76. MGM+ lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 76 of the Complaint and on that basis denies them.

77. MGM+ denies the allegations in paragraph 77 of the Complaint.

78. MGM+ denies the allegations in paragraph 78 of the Complaint.

79. MGM+ denies the allegations in paragraph 79 of the Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of the allegations therein with respect to the other defendants to this action.

80. No response is required to paragraph 80, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

81. No response is required to paragraph 81, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

82. No response is required to paragraph 82, which merely sets forth the remedies Plaintiff purports to demand. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief as against MGM+.

#### **ANSWER TO PRAYER FOR RELIEF**

Plaintiff's prayer for relief states legal conclusions that do not require a response. To the extent a response is required, MGM+ denies that Plaintiff is entitled to any relief under the Complaint against MGM+.

#### **SEPARATE AND ADDITIONAL DEFENSES**

Without assuming any burden of proof that it would not otherwise bear, MGM+ asserts the following defenses, all of which are pleaded in the alternative, and none of which constitutes an admission that Plaintiff is entitled to any relief whatsoever. MGM+ does not knowingly or intelligently waive any applicable affirmative or other defense not stated below or any counterclaim not asserted herein, and reserves the right to supplement or amend this Answer, including through the addition of further affirmative defenses and/or counterclaims, based on facts learned through the course of discovery and proceedings in this action.

#### **First Defense**

The Complaint fails to state a claim against MGM+ upon which relief can be granted.

### **Second Defense**

Plaintiff's claims are barred because Plaintiff does not own a valid copyright in the alleged infringed photographs and/or plaintiff's copyright or copyright registrations are invalid, void and unenforceable.

### **Third Defense**

Plaintiff's claims are barred, in whole or in part, to the extent they fail to meet requirements for filing a copyright infringement suit under 17 U.S.C. § 411.

### **Fourth Defense**

Plaintiff's claim for direct infringement against MGM+ is barred, in whole or in part, because the alleged primary infringements were not caused by any volitional conduct by MGM+ and are not otherwise attributable to MGM+.

### **Fifth Defense**

Plaintiff's claim for contributory infringement against MGM+ is barred, in whole or in part, because MGM+ did not have knowledge of the alleged primary infringement and/or did not induce, cause or materially contribute to the alleged primary infringement.

### **Sixth Defense**

Plaintiff's claims are barred, in whole or in part, by the three-year statute of limitations set forth in 17 U.S.C. § 507(b).

### **Seventh Defense**

Plaintiff's claims against MGM+ are barred because MGM+ has a license and/or authorization to use the alleged infringing photographs.

**Eighth Defense**

Plaintiff's claims against MGM+ are barred, in whole or in part, by the doctrine of estoppel, including, without limitation, judicial estoppel and equitable estoppel.

**Ninth Defense**

Plaintiff's claims against MGM+ are barred, in whole or in part, by the doctrine of waiver, acquiescence and/or ratification.

**Tenth Defense**

Plaintiff's claims against MGM+ are barred, in whole or in part, by the doctrine of unclean hands.

**Eleventh Defense**

Plaintiff's claims against MGM+ are barred, in whole or in part, because any infringement by MGM+ was *de minimis* and not actionable.

**Twelfth Defense**

Plaintiff's claims are barred because Plaintiff lacks standing to pursue them.

**Thirteenth Defense**

Plaintiff's claims against MGM+ are barred, in whole or in part, by the doctrine of fair use.

**Fourteenth Defense**

Plaintiff is barred from recovering attorney's fees and/or statutory damages under 17 U.S.C. § 412.

**Fifteenth Defense**

Plaintiff's claims are barred, in whole or in part, due to Plaintiff's failure to mitigate damages, if such damages exist.

**WHEREFORE**, MGM+ respectfully requests that the Court enter judgment in its favor as follows:

- (A) Dismissal of the Complaint and all claims asserted against MGM+ therein, with prejudice;
- (B) An award of costs and expenses, including attorney's fees incurred in this action; and
- (C) Such other and further relief as the Court may find just and proper.

Dated: March 31, 2025

SHEPPARD MULLIN  
RICHTER & HAMPTON LLP

By: /s/ Wook Hwang  
Wook Hwang  
Angelica H. Nguyen  
30 Rockefeller Plaza  
New York, New York 10112  
Telephone: (212) 653-8700  
whwang@sheppardmullin.com  
anguyen@sheppardmullin.com

*Attorneys for Defendant MGMPlus Entertainment LLC*